IN THE UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

GRUMPY CAT LIMITED,

Plaintiff,

v.

THE INDIVIDUALS, CORPORATIONS, LIMITED LIABILITY COMPANIES, PARTNERSHIPS AND UNINCORPORATED ASSOCIATIONS IDENTIFIED ON SCHEDULE A HERETO,

Defendants.

Case No.: 1:25-cv-01837

District Judge Matthew F. Kennelly

FINAL DEFAULT JUDGMENT ORDER

This action having been commenced by Plaintiff Grumpy Cat Limited ("Plaintiff") against the Defendants identified on Schedule A, and using the Online Marketplace Accounts identified on Schedule A (collectively, the "Defendant Internet Stores"), and Plaintiff having moved for entry of Default and Default Judgment against the defendants identified on Schedule A attached hereto which have not yet been dismissed from this case (collectively, "Defaulting Defendants");

This Court having entered a preliminary injunction; Plaintiff having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication and e-mail, along with any notice that Defaulting Defendants received from domain name registrars and payment processors, being notice reasonably calculated under all circumstances to apprise Defaulting Defendants of the pendency of the action and affording them the opportunity to answer and present their objections; and

None of the Defaulting Defendants having answered or appeared in any way, and the time for answering having expired, so that the allegations of the Complaint are uncontroverted and are deemed admitted.

This Court finds that it has personal jurisdiction over Defaulting Defendants because Defaulting Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Defaulting Defendants are reaching out to do business with Illinois residents by operating one or more commercial, interactive Defendant Internet Stores through which Illinois residents can purchase products bearing counterfeit versions of Plaintiff's federally registered trademarks (the "Asserted Trademarks") to residents of Illinois. In this case, Plaintiff has presented screenshot evidence that each Defendant e-commerce store is reaching out to do business with Illinois residents by operating one or more commercial, interactive internet stores through which Illinois residents can and do purchase products using counterfeit versions of the Plaintiff Trademarks. A list of the Plaintiff Trademarks is included in the below chart.

REGISTRATION	REGISTERED	International
Number	TRADEMARK	CLASSES
4,907,212	GRUMPY CAT	16
5,516,378	GRUMPPUCCINO	30
4,820,434	70/0	9, 21, 25 and 28
4,417,549	GRUMPY CAT	9, 16, 21, 25, and 41
4,672,289	GRUMPY CAT	28
5,073,528		30
4,527,097	GRUMPY CAT	30
4,930,286	To the second se	31
4,907,213	GRUMPY CAT	31

This Court further finds that Defaulting Defendants are liable for willful federal trademark infringement and counterfeiting (15 U.S.C. § 1114), false designation of origin (15 U.S.C. § 1125(a)), and violation of the Illinois Uniform Deceptive Trade Practices Act (815 ILCS § 510 et seq.).

Accordingly, this Court orders that Plaintiff's Motion for Entry of Default and Default Judgment is GRANTED as follows, that Defaulting Defendants are deemed in default, and that this Default Judgment is entered against Defaulting Defendants.

This Court further orders that:

- 1. Defaulting Defendants, their officers, agents, servants, employees, attorneys, and all persons acting for, with, by, through, under, or in active concert with them be permanently enjoined and restrained from:
 - a. using the Plaintiff Trademarks or any reproductions, counterfeit copies, or colorable imitations in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine Plaintiff product or not authorized by Plaintiff to be sold in connection with the Plaintiff Trademarks;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Plaintiff product or any other produced by Plaintiff, that is not Plaintiff's or not produced under the authorization, control, or supervision of Plaintiff and approved by Plaintiff for sale under the Plaintiff Trademarks;
 - c. committing any acts calculated to cause consumers to believe that Defaulting Defendants' products are those sold under the authorization, control, or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff; and

d. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Plaintiff, nor authorized by Plaintiff to be sold or offered for sale, and which bear any of Plaintiff's trademarks, including the Plaintiff Trademarks, or any reproductions, counterfeit copies or colorable imitations.

2. Reserved.

- 3. Defaulting Defendants and any third party with actual notice of this Order who is providing services for any of the Defaulting Defendants, or in connection with any of the Defaulting Defendants' Online Marketplaces, including, without limitation, any online marketplace platforms such as eBay, Inc., Amazon.com, ContextLogic, Inc. d/b/a Wish.com ("Wish.com"), and Dhgate (collectively, the "Third Party Providers"), shall within seven (7) calendar days of receipt of this Order cease:
 - a. using, linking to, transferring, selling, exercising control over, or otherwise owning the Online Marketplace Accounts, or any other online marketplace account that is being used to sell or is the means by which Defaulting Defendants could continue to sell counterfeit and infringing goods using the Plaintiff Trademarks; and
 - b. operating and/or hosting websites that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing the Plaintiff Trademarks or any reproductions, counterfeit copies or colorable imitations thereof that is not a genuine Plaintiff product or not authorized by Plaintiff to be sold in connection with the Plaintiff Trademarks.

- 4. Upon Plaintiff's request, those with notice of this Order, including the Third Party Providers as defined in Paragraph 3, shall within seven (7) calendar days after receipt of such notice, disable and cease displaying any advertisements used by or associated with Defaulting Defendants in connection with the sale of counterfeit and infringing goods using the Plaintiff Trademarks.
- 5. Pursuant to 15 U.S.C. § 1117(c)(2), Plaintiff is awarded statutory damages from each of the Defaulting Defendants in the amount of twenty-five thousand dollars (\$25,000) for willful use of counterfeit Plaintiff Trademarks on products sold through at least the Defendant Internet Stores. This award shall apply to each distinct Defaulting Defendant only once, even if they are listed under multiple different aliases in the Complaint and Schedule A.
- 6. Any Third Party Providers holding funds for Defaulting Defendants, including PayPal, Inc. ("PayPal"), Payoneer, Wish.com, and Amazon Pay, shall, within seven (7) calendar days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants or the Defendant Internet Stores from transferring or disposing of any funds (up to the statutory damages awarded in Paragraph 5 above) or other of Defaulting Defendants' assets.
- 7. All monies (up to the amount of the statutory damages awarded in Paragraph 5 above) restrained in Defaulting Defendants' financial accounts, including monies held by Third Party Providers such as PayPal, Payoneer, Wish.com, and Amazon Pay, are hereby released to Plaintiff as partial payment of the above-identified damages, and Third Party Providers, including PayPal, Payoneer, Wish.com, and Amazon Pay, are ordered to release to Plaintiff

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the amounts from Defaulting Defendants' financial accounts within fourteen (14) calendar

days of receipt of this Order.

8. Until Plaintiff has recovered full payment of monies owed to it by any Defaulting

Defendant, Plaintiff shall have the ongoing authority to commence supplemental

proceedings under Federal Rule of Civil Procedure 69.

9. In the event that Plaintiff identifies any additional online marketplace accounts or financial

accounts owned by Defaulting Defendants, Plaintiff may send notice of any supplemental

proceeding, including a citation to discover assets, to Defaulting Defendants by e-mail at

the e-mail addresses identified in Exhibit 1 to the Declaration of Bryan B. Bundensen and

any e-mail addresses provided for Defaulting Defendants by third parties.

10. The ten-thousand dollar (\$10,000) surety bond posted by Plaintiff is hereby released to

Plaintiff or its counsel, Nixon Peabody LLP. The Clerk of the Court is directed to return

the surety bond previously deposited with the Clerk of the Court to Plaintiff or its counsel,

Nixon Peabody LLP.

This is a Default Judgment.

Dated: 5/23/2025

Matthew F. Kennelly

United States District Judge

SCHEDULE A

No	Seller Name	Store URL
4	anqingrongzhongshangmaos hanghang(gerenduzi)	https://www.amazon.com/gp/help/seller/at-a-glance.html/ref=dp_merchant_link?ie=UTF8&seller=A1O3ENX2XO1FM1&asin=B0DK3BLSS7&ref_=dp_merchant_link
8	BINQUYI	https://www.amazon.com/sp?ie=UTF8&seller=A3SN AWDNBIMQ1K&asin=B0D2HKNPZ2&ref_=dp_me rchant_link&isAmazonFulfilled=1
12	channing trade	https://www.amazon.com/sp?ie=UTF8&seller=A1JY LTL9PTFFN1&asin=B0D91F1SJ1&ref_=dp_mercha nt link
15	Dawood Printers	https://www.amazon.com/gp/help/seller/at-a-glance.html/ref=dp_merchant_link?ie=UTF8&seller=A28ME6HFZP0RCX&asin=B01LMXXO5Q&ref_=dp_merchant_link&isAmazonFulfilled=1
17	dgrth	https://www.amazon.com/gp/help/seller/at-a-glance.html/ref=dp_merchant_link?ie=UTF8&seller=ALX59AMT2IIJT&asin=B0DQJS52PK&ref_=dp_merchant_link
18	DHNStore	https://www.amazon.com/gp/help/seller/at-a-glance.html/ref=dp_merchant_link?ie=UTF8&seller=A1ATL2ORTE6PK4&asin=B0DJYGK5Z4&ref_=dp_merchant_link
20	Eali88fa	https://www.amazon.com/sp?ie=UTF8&seller=A1FE ZXW83S4S9O&asin=B0DB83QWCQ&ref_=dp_mer chant link
22	FANGYIMINGMAOYI	https://www.amazon.com/gp/help/seller/at-a-glance.html/ref=dp_merchant_link?ie=UTF8&seller=A3BN25U4IBC7EP&asin=B0DMJ4T5BR&ref_=dp_merchant_link
25	fire	https://www.amazon.com/sp?ie=UTF8&seller=A2FPI ID0YQ0HSM&asin=B0D8ZRDKHH&ref_=dp_merc hant link
30	GreenLeaf_39	https://www.amazon.com/gp/help/seller/at-a-glance.html/ref=dp_merchant_link?ie=UTF8&seller=ATEZEXIXH53SQ&asin=B0DH7VBMDW&ref_=dp_merchant_link
32	Guangzhou jian dan shangmao shanghang333	https://www.amazon.com/s?k=grumpy+cat&me=A2O 15WEDLOE57C&ref=nb_sb_noss
33	Gulfz Fashions	https://www.amazon.com/sp?ie=UTF8&seller=AF1U 5NSN1YGWQ&asin=B0D1PGLM89&ref_=dp_merc hant_link

No	Seller Name	Store URL
34	gzsmaobu	https://www.amazon.com/sp?ie=UTF8&seller=A1GC PJMIX2330E&asin=B0D94KM2B9&ref_=dp_merch ant_link
35	HalfStore	https://www.amazon.com/gp/help/seller/at-a-glance.html/ref=dp_merchant_link?ie=UTF8&seller=A2429DYKT9P94H&asin=B0DL3LCKMF&ref_=dp_merchant_link
39	Hesed Enterprise	https://www.amazon.com/sp?ie=UTF8&seller=A1WR 1KGWYP0CI4&asin=B0BSQX8N19&ref_=dp_merc hant link
40	Hexing Intelligent Manufacturing 001	https://www.amazon.com/gp/help/seller/at-a-glance.html/ref=dp_merchant_link?ie=UTF8&seller=A1P9ISQ3FWWILZ&asin=B0DHXMFR9D&ref_=dp_merchant_link
42	hjajsf55	https://www.amazon.com/gp/help/seller/at-a-glance.html/ref=dp_merchant_link?ie=UTF8&seller=A2IU05DUC5D4TO&asin=B0DQP4B7YD&ref_=dp_merchant_link
43	Honey Mill	https://www.amazon.com/sp?ie=UTF8&seller=A2G6 LSV8BNUQ5H&asin=B0CW1CW4JC&ref_=dp_mer chant link
45	HTBDESIGNS	https://www.amazon.com/sp?ie=UTF8&seller=A2WF7ENGEIGKI3&asin=B0DF7154TX&ref_=dp_merchant link
46	huoqiufeibaishangmaoyouxi angongsi	https://www.amazon.com/sp?ie=UTF8&seller=A3DK NXJR9FZDHC&asin=B0CHQH25QG&ref_=dp_mer chant link
47	hYy	https://www.amazon.com/sp?ie=UTF8&seller=A1QO VHPQG00BSR&asin=B0CPCNWJWS&ref_=dp_mer chant link
48	Ivytangyuan	https://www.amazon.com/gp/help/seller/at-a-glance.html/ref=dp_merchant_link?ie=UTF8&seller=A2TCPPX19M9O7G&asin=B0DG23CN4T&ref_=dp_merchant_link
51	jinsen2196	https://www.amazon.com/sp?ie=UTF8&seller=AF7N KC5RY5JRC&asin=B0D1THDW2P&ref_=dp_merch ant link
53	KANG1BAIYUN	https://www.amazon.com/sp?ie=UTF8&seller=A2L6 R70PO4JYS9&asin=B0BQN4JFMP&ref_=dp_merch ant link&isAmazonFulfilled=1
54	Kukroowaff	https://www.amazon.com/gp/help/seller/at-a-glance.html/ref=dp_merchant_link?ie=UTF8&seller=A2F9YS72IWXRQS&asin=B0D7RPGG35&ref_=dp_merchant_link&isAmazonFulfilled=1

No	Seller Name	Store URL
57	LIP LONGISTOR	https://www.amazon.com/sp?ie=UTF8&seller=A255LFTXMLUVMI&asin=B0D91K426N&ref_=dp_merchant_link
59	LU Boutique	https://www.amazon.com/sp?ie=UTF8&seller=AM4I T7CQU5GYM&asin=B0D8JFQN9T&ref_=dp_merch ant_link
61	Maligera	https://www.amazon.com/gp/help/seller/at-a-glance.html/ref=dp_merchant_link?ie=UTF8&seller=A2BH29BMA6BM10&asin=B0DH7PPXQD&ref_=dp_merchant_link
62	Manh Duy Shop Mug 58	https://www.amazon.com/sp?ie=UTF8&seller=A2X8 AW3C46CMVM&asin=B0DBQJ2BJ8&ref_=dp_mer chant_link
63	McGehee	https://www.amazon.com/sp?ie=UTF8&seller=A3LO LPFZRW0FID&asin=B0DC52RRYD&ref_=dp_merc hant_link
64	MELYSAAA95	https://www.amazon.com/sp?ie=UTF8&seller=AFGI4 DELC9QE4&asin=B0D6WCCP7B&ref_=dp_mercha nt_link
65	mentor 80s	https://www.amazon.com/sp?ie=UTF8&seller=A2B8 OXLDFLXT0K&asin=B0D5857RYS&ref_=dp_merc hant_link
67	MINH TAM hhqqw	https://www.amazon.com/sp?ie=UTF8&seller=A1B3 38PWTCJ75P&asin=B0D8VL21FR&ref_=dp_merch ant link&isAmazonFulfilled=1
69	Mydababy Store	https://www.amazon.com/sp?ie=UTF8&seller=AKQ GC8M0BU01M&asin=B0D86FW3XJ&ref_=dp_mer chant link
71	ORmshop	https://www.amazon.com/sp?ie=UTF8&seller=A1NM RFFBLSN2T6&asin=B0DJPNQ1CK&ref_=dp_merc hant link
74	Putian Songnan Horticulture Co., Ltd.	https://www.amazon.com/gp/help/seller/at-a-glance.html/ref=dp_merchant_link?ie=UTF8&seller=A2NAQN5J8DXY76&asin=B0DF7JMY7F&ref_=dp_merchant_link
76	QIANWUQ	https://www.amazon.com/gp/help/seller/at-a-glance.html/ref=dp_merchant_link?ie=UTF8&seller=ABZ3N9867OWEM&asin=B0DJ88P9HL&ref_=dp_merchant_link
78	Quoc Bao Shop Mug 2024	https://www.amazon.com/sp?ie=UTF8&seller=AWN FJXTH0BGVO&asin=B0DBR1C3QH&ref_=dp_mer chant_link
84	SstLorid	https://www.amazon.com/sp?ie=UTF8&seller=ALAP 13TB734R0&asin=B0DKCBNT4R&ref_=dp_mercha nt_link

No	Seller Name	Store URL
85	ST-Toy	https://www.amazon.com/sp?ie=UTF8&seller=AQXS AYF0TGMP9&asin=B0D9Q9VCL7&ref_=dp_merch ant_link
86	stylesymphony	https://www.amazon.com/sp?ie=UTF8&seller=A2NHQUWLM0C8H&asin=B0DHGYVCGN&ref_=dp_merchant_link
87	Taotao Store S	https://www.amazon.com/sp?ie=UTF8&seller=A2DU 5MT24OJ71G&asin=B0CJ845LPP&ref_=dp_mercha nt_link
89	TKF Store	https://www.amazon.com/sp?ie=UTF8&seller=AI65V PXP5FL1C&asin=B0D6WKW9WC&ref_=dp_merch ant link
91	TRAN-HUY	https://www.amazon.com/gp/help/seller/at-a-glance.html/ref=dp_merchant_link?ie=UTF8&seller=A35XU4BPHF4PR4&asin=B0DK59QTGP&ref_=dp_merchant_link
92	trieuhongstore	https://www.amazon.com/sp?ie=UTF8&seller=A365I 633O3AP7Y&asin=B0DCTQ378R&ref_=dp_mercha nt link&isAmazonFulfilled=1
93	TruValue Stores	https://www.amazon.com/sp?ie=UTF8&seller=AMW SWMPK3I84K&asin=B077HT46X4&ref_=dp_merch ant_link
94	UA pattern	https://www.amazon.com/sp?ie=UTF8&seller=A34M RY7IMSOSMN&asin=B0D912ZCZZ&ref_=dp_merc hant link
98	wanghui2020	https://www.amazon.com/sp?ie=UTF8&seller=A2PK MPY2YAE1K9&asin=B0DFPY5CD4&ref_=dp_mer chant link
99	Xiaoma Department Store	https://www.amazon.com/sp?ie=UTF8&seller=A3HH WZVRH36675&asin=B0D91M589H&ref_=dp_merc hant link
100	Xuyufeifei	https://www.amazon.com/sp?ie=UTF8&seller=AX5K RNGTPBDUW&asin=B0CKNK5DWM&ref_=dp_m erchant link
105	Zhangchnaghui1222	https://www.amazon.com/sp?ie=UTF8&seller=A3NY 621ZL8HUN7&asin=B0D9VH1XB5&ref_=dp_merc hant_link
106	Allreen & Sfneewho	https://www.walmart.com/seller/101661570
107	AOC ORGANIC VIETNAM COMPANY LIMITED	https://www.walmart.com/seller/102599254
108	BICH ANH LTD	https://www.walmart.com/seller/102573622
109	Bonbencuc	https://www.walmart.com/global/seller/102555550
110	chaojingkejiyouxiangongsi	https://www.walmart.com/seller/102509034

No	Seller Name	Store URL
112	DIEU KHANG LTD	https://www.walmart.com/seller/102576267
114	DTP Fashion Mall	https://www.walmart.com/seller/102477080
115	DUTA GLOBAL- Eastern- Print	https://www.walmart.com/seller/102582341
116	GaoYingRui	https://www.walmart.com/seller/101635269
117	hanchun	https://www.walmart.com/seller/102500816
119	hualixx store	https://www.walmart.com/seller/102478251
120	jinanyehuyuwangluokeji	https://www.walmart.com/seller/101684231
121	Jiuqun	https://www.walmart.com/seller/102493971
122	KIM TA LTD	https://www.walmart.com/seller/102577619
123	KunMingKuanYongShang Mao	https://www.walmart.com/seller/102481759
124	kunmingzisuotong	https://www.walmart.com/seller/102484381
126	Mirthy Merch	https://www.walmart.com/seller/101694070
128	Nanjingmengyiyuanjiudiang uanliyouxiangongsi	https://www.walmart.com/seller/101631094
129	NEBORYI	https://www.walmart.com/seller/101691635
132	Sheng Women's clothing store	https://www.walmart.com/seller/101624876
133	Shian	https://www.walmart.com/seller/102503836
134	Suave Tees	https://www.walmart.com/seller/101630990
137	WuCaiZiPingDianZiKeJi	https://www.walmart.com/seller/102500242
139	XMFQY	https://www.walmart.com/seller/102531261
141	YinFengBeauty	https://www.walmart.com/seller/101650727
142	Yinxin-US	https://www.walmart.com/seller/102526208
146	Yunzhijian	https://www.walmart.com/seller/102503708
147	Yunzhuo	https://www.walmart.com/seller/102503697
148	YUNZONG	https://www.walmart.com/seller/101662955
149	Yuqi-us	https://www.walmart.com/seller/102518482